



Nicholls State University

INVITATION TO BID

Bid Number: SB01868

TITLE: Service and Maintenance Contract for University Energy Management and Building Temperature Control System

SUBMIT BID TO: Nicholls State University
Purchasing Department
bids@nicholls.edu

To maintain the integrity of the bid process, please **do not cc** any other University email address when submitting your bid.

Purchasing Department Contacts:
Terry Dupre (985-448-4031)
terry.dupre@nicholls.edu, OR
Evelyn Summers (985-448-4038)
evelyn.summers@nicholls.edu

BID SCHEDULE:

1. DUE DATE/TIME (*email only*): **May 11, 2023 3:00PM**

2. BID OPENING (*Zoom*): <https://nicholls-edu.zoom.us/j/84751526922?pwd=TUNWRXJRS240UmFKYUhBMUpTbW10UT09>

MEETING ID: 847 5152 6922 **PASSWORD:** 759506

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Nicholls State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
 - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or
 - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or
 - (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Nicholls State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Nicholls State University purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.

9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.
10. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University.
12. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: ☐ Yes ☒ No

PERFORMANCE BOND REQUIRED: ☐ YES ☒ NO

PURCHASE WILL BE EXECUTED WITH: ☒ Purchase Order Only

☐ Purchase Order and Formal Two Party Contract

☐ Formal Two Party Contract Only

STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Nicholls State University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to bids@nicholls.edu When bid is submitted by email, **the subject line must show the Solicitation/File No.** and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Nicholls State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Nicholls State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the Nicholls State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Nicholls State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Nicholls State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Nicholls State University Purchasing Department, to identify if any addendums were issued. Nicholls State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Nicholls State University Purchasing Contact at the email address shown in header.
5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Nicholls State University Purchasing Department in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.
7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by Nicholls State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save Nicholls State University harmless.

- 8. Descriptive Information:** Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Nicholls State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.
- 9. Bids/Prices/F.O.B. Point**
- The bid price for each item is to be quoted on a "net" basis and F.O.B. Nicholls State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
 - Bids other than F.O.B. Nicholls State University Destination may be rejected.
 - Bids indicating estimated freight charges may be rejected.
 - Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
 - Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
 - Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
 - Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
 - In the event of extension errors, the unit price bid shall prevail.
- 13. Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Nicholls State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
- 11. Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.
- 12. Vendor Forms/ Nicholls State University Signature Authority:** The terms and conditions of the Nicholls State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.
- The University's Director of Purchasing or Assistant Director of Purchasing are delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of Nicholls State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.
- Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Nicholls State University policy may face contract cancellation, suspension, and/or debarment.
- 13. Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Nicholls State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.
- All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.
- 14. Acceptance of Bid:** Only the issuance of an official Nicholls State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Nicholls State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
- 15. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 16. Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Nicholls State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Nicholls State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

- 17. Testing/Rejected Goods:** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. Nicholls State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.
- 18. Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Nicholls State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Nicholls State University reserves the right to cancel the order and to make alternative arrangements to meet its needs.
- 19. Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Nicholls State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
- 20. Vendor Invoices:** Invoices shall reference the Nicholls State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
- 21. Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 22. Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Nicholls State University Purchasing Department. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 23. Contract Cancellation/Termination:** Nicholls State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- Nicholls State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
- 24. Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.
- 25. Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 26. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

- 27. Certification of No Suspension or Debarment:** By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.
- 28. Substitution of Personnel :** If applicable, the University intends to include in any contract resulting from this ITB the following condition:
- Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.
- 29. Insurance Requirements:** Please note insurance requirements section included in these bid specifications.
- If applicable** to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Nicholls State University as an additional insured, and grant a waiver of subrogation on all liability policies.
- 30. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Nicholls State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 31. Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:
- | | |
|------------------------|----------------------|
| New Year's Day | Juneteenth |
| Martin Luther King Day | July 4 th |
| Mardi Gras Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
- 32. No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.
- 33. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Nicholls State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 34. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Nicholls State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.
- Contract revisions shall be effective only upon approval by Nicholls State University Purchasing Department and issuance of a formal Nicholls State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.
- 35. Term of Contract :** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months, unless renewal terms are specified in the solicitation documents.
- All terms of the solicitation shall be firm for the duration of Contract.
- 36. Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies: Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL: In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING: There will be no pre-bid meeting for this solicitation.

40. SITE VISIT/CONTACT INFORMATION: If the solicitation requires a site visit, It is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact the Nicholls State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.

41. PIGGY BACK CLAUSE: Nicholls State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Nicholls State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Nicholls State University shall not be responsible for any such purchases.

42. STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS: If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate and the Lafourche Comet of Thibodaux, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE:** If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate and the Daily Comet of Thibodaux, and in the specification provided with these bid documents. Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu OR evelyn.sumemrs@nicholls.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 985-448-4038

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Nicholls State University

Purchasing Department

PO Box 2052

Thibodaux, LA 70310

By Courier Service: Nicholls State University

Purchasing Department

104 Elkins Hall

Thibodaux, LA 70301

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Nicholls State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Nicholls State University.

IMPORTANT NOTES:

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
- 4. NICHOLLS STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
- 5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
- 6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
- 9. TAX EXEMPTION: *Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

DESCRIPTION

Maintenance Contract for the University Johnson Controls Metasys Building Temperature Control Systems.

Bidders are strongly encouraged to schedule a site visit with the Buildings Operations Manager, Mr. Joseph Guillot, 985-448-4785

SPECIFICATIONS

SCOPE OF WORK AND COVERAGE: Nicholls State University will enter into a service and maintenance contract for Energy Management and Building Temperature Control Systems.

The following are to be included:

- (1) Temperature and Humidity Control Systems
- (2) Johnson Controls Metasys Building control systems, associated field hardware for energy management, environmental control, and data acquisition.
- (3) Pneumatic Controls (Both Johnson Control and Siemens)
 - a) Instrument air compressors, tanks, and motors
 - b) Instrument air dryers and filters
- (4) Electric Controls
- (5) Electronic Controls

CONTRACT PERIOD: The initial contract will be for the period beginning July 01, 2023 through June 30, 2024, and shall cover only the buildings listed on the bid form and the requirements of the specification document:

At the option of the University and with the acceptance of the Contractor, contract may be extended and/or renewed annually for an two (2) additional twelve (12) month periods at same rates, terms, and conditions.

SCHEDULES: Contractor **shall provide a monthly schedule for field service specialists to service the account**, and perform identified preventative maintenance. Should contractor need to reschedule, the contractor shall notify Nicholls State University in advance of the schedule change. In addition to completing identified preventative maintenance, contractor shall clear the control system trouble log and building temperature control log. Contractor shall provide a monthly report identifying building that specified maintenance has been completed and identifying abnormal conditions or problems encountered.

GENERAL: This agreement shall include all labor, materials, and expenses involved in the performance of the scheduled inspections. All emergency calls due to malfunctioning controls are also included.

Any emergency service required on covered equipment at times other than scheduled are included. All calls shall be answered within 24 hours.

Contractor shall provide transients/surge protection against lightning, power surges, etc.

Under this agreement. Contractor will repair or replace worn parts or complete controls with new or reconditioned equivalents as conditions warrant.

Contractor will advise Nicholls State University of work outside the scope of this agreement that needs to be done (i.e. replacement or repair of defective air lines, control wiring, traps, filters, etc.).

If Contractor is authorized by University to do so, he will do this additional work as an extra to this agreement.

Contract shall include all hard wiring, including underground wiring. Nicholls State University shall be responsible for data lines.

All Mandatory Upgrades of Johnson Controls Metasys software and application specific controllers software shall be provided as required to keep current with the latest editions. Any cost for such upgrades shall be incurred by the Contractor.

Compatibility of replacement parts is the responsibility of the Contractor. New replacement parts shall be used as required by this agreement.

Replacement parts must be totally compatible with the Johnson Controls System. Only top brand parts are acceptable. Not that the University has Johnson Control System controllers and Siemens brand controllers in the buildings on campus.

Contractor to perform all work in accordance with manufacturer's specifications, these specifications and applicable MENA, ASA, ANSI, NFPA, and ASTM standards.

ITEMS NOT COVERED BY AGREEMENT: Repair or replacement of equipment willfully damaged by misuse, or by reason of any other cause beyond our control except ordinary wear and tear. Work resulting from adjustment, repair or alteration by parties other than contractor.

Modifications or additions to the control system not completed in association with contract. Any damage or corrosion to any control component due to improperly treated, untreated or otherwise contaminated water.

OTHER: The University will have the right to delete buildings as necessary and award additional buildings with change order after quotations are received.

Contractor must state monthly price per building. Lump sum prices will not be accepted.

The University reserves the right to award this bid on an all-or-none basis.

The University reserves the right to reject any and all bids and to waive any informalities.

The University reserves the right to require a performance bond on all awards over \$25,000.00. Discounts for less than thirty (30) days will not be considered in making an award.

All bids must be firm prices.

Contractor shall provide the University with a certificate of insurance as per the attached "Standardized Insurance Requirements for State of Louisiana Contracts." The certificate shall name Nicholls State University as an Additional Insured and grant a waiver of subrogation. Additionally, a signed indemnification agreement shall be provided.

Contract may not sublet without written permission of the University.

Contractor understands and agrees that this contract and related documents are subject to audit by the Legislative Auditor of the State of Louisiana.

Contractor agrees to prorate billing whereby at the end of each month an invoice will be rendered. In addition, the University must be furnished with work tickets, signed by authorized University employee, each time when work or service is performed. Said work ticket will contain the following: (a) date work performed, (b) description of work, (c) name of building.

Service must be satisfactory and performed in accordance with the specifications of the contract; otherwise, contract may be canceled upon written notice from the University by issuance of a thirty (30) day cancellation notice before discontinuance of service. If the contractor fails to provide the necessary services described in this specification at any time during the contract period, the University reserves the right to cancel this contract by issuance of a thirty (30) day written notice.

QUALIFICATIONS: The Contractor shall be licensed under LA. R.S. 37:2150-2192 with appropriate Mechanical Contractor's License Certificate or other Specialty License Certification related to the type of work to be performed as listed in the specification.

Additionally, the contractor's organization that is qualified with at least five (5) years' experience in servicing and maintaining commercial mechanical and temperature control systems within 24 hours. The bidder should attach copies of State and local licensing certificates.

Contractor and technicians must be factory certified to perform maintenance on the Building Temperature Control System. The Contractor must support Johnson Controls Metasys and Siemens Apogee systems. The Contractor shall provide, generate database, and training for new software.

All control technicians furnished under this contract shall have at least a minimum of five (5) years of experience in DDC and electronic controls, and must be qualified to diagnose, test, and repair all systems covered under this contract. The names and qualifications of the specific technician(s) that will be assigned to this contract shall be submitted to the University before work begins. Each technician shall supply proof of training on JCI Metasys Systems. It is desired that all control technicians assigned to maintain mechanical systems should be qualified to service the equipment type under this contract as well as all associated pneumatic, electric and electronic controls.

If at any time during the term of the contract that the Contractor fails to provide a trained technician capable of completing the work required by this contract, then the University reserves the right to contract such work through the manufacturers of the system for the work the Contractor cannot perform, and the Contractor shall be responsible for all costs incurred by the University for having to contract with the Manufacturer.

The University may exercise the cancellation provisions in this contract should the contractor fail to retain a certified mechanic on the systems covered under this maintenance agreement, and fail to provide service within the time frame allowed under the contract. The bidder should provide a listing of the personnel that will provide service under this agreement and proof that each employee listed is certified in the systems to be maintained under this agreement.

The Contractor should submit, with a copy of the bid submitted, a listing of similar campus systems currently being maintained. Two (2) letters of reference from current contract holders from the provided listing should be supplied. Failure to provide said information may be cause for bid not to be considered.

The contractor is expected to utilize the same technician(s) to perform the maintenance work for the duration of the contract. University personnel normally must work with the new technician to familiarize the technician (s) with the campus and the numerous equipment rooms. Due to limited manpower, this may cause disruption in the operations of the University and may cause equipment to be neglected. The practice of changing technicians during the term of the contract may cause cancellation of the contract. The University shall be notified in writing of any change in personnel. The Notification should contain the name and qualifications of the technician the contractor proposes to assign to the contract.

TERMINATION:

Fiscal Funding: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Termination for Cause: The University may terminate this Contract for cause based upon the failure of

the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in

such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

Termination for Convenience: The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**BID FORM
NICHOLLS STATE UNIVERSITY
Thibodaux, Louisiana
Building Temperature Control System Maintenance**

PAGE 1 OF 1

IN ACCORDANCE WITH SPECIFICATIONS AND CONDITIONS, THE UNDERSIGNED AGREES TO FURNISH THE REQUIRED SERVICE FOR THE FOLLOWING STIPULATED PRICES:

OPERATING FUNDED BUILDINGS:	<u>Item #</u>	<u>Cost/Month</u>	<u>Annual Cost</u>
Barker Hall	1	\$_____ X 12 = \$_____	
Talbot Hall	2	\$_____ X 12 = \$_____	
Hill Hall	3	\$_____ X 12 = \$_____	
Kilgen Hall	4	\$_____ X 12 = \$_____	
Powell Hall	5	\$_____ X 12 = \$_____	
Stopher Gym	6	\$_____ X 12 = \$_____	
Peltier Hall	7	\$_____ X 12 = \$_____	
Ellender Memorial Library	8	\$_____ X 12 = \$_____	
White Hall	9	\$_____ X 12 = \$_____	
Shaver Gym	10	\$_____ X 12 = \$_____	
Picciola Hall	11	\$_____ X 12 = \$_____	
Gouaux Hall	12	\$_____ X 12 = \$_____	
Elkins Hall	13	\$_____ X 12 = \$_____	
Candies Hall	14	\$_____ X 12 = \$_____	
T. R. Lindsley Jr. Hall	15	\$_____ X 12 = \$_____	
Betsy Cheramie Ayo Hall	16	\$_____ X 12 = \$_____	
Lanny Ledet Culinary Building	17	\$_____ X 12 = \$_____	
Ellender Hall	18	\$_____ X 12 = \$_____	
Vernon F. Galliano Hall	19	\$_____ X 12 = \$_____	
Bollinger Memorial Student Union Building	20	\$_____ X 12 = \$_____	
Caillais Recreation Center	21	\$_____ X 12 = \$_____	

TOTAL – Items 1 through 21 **\$_____**

BID SUBMISSION CHECKLIST

_____ Certification statement w/original signature _____ Bid prices provided on the bid sheet(s) provided
_____ Certificate of Insurance* _____ Illustrative literature for items offered as equivalent

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are **due on** _____ **at 3:00PM CST** – must be received electronically at bids@nicholls.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on _____ **at 3:00PM CST** on Zoom, which is available for viewing by registering at: _____

ZOOM MEETING ID: _____ **PASSWORD:** _____

Opening of the bid submissions begins at five (5) minutes past the hour.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Purchasing Staff Members Contact Information provided on page 1

BID SHEET (continued)

PAYMENT OF TAXES

Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for items, services, or work under this solicitation or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing materials to be procured under this solicitation.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

Nicholls State University reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)
7. **FEDERAL CLAUSES, IF APPLICABLE:** Should Federal Funds be utilized in this procurement transaction, the following clauses apply:
ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti- Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

- A. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- B. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- C. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:
1. Owned automobiles
 2. Hired automobiles
 3. Non-owned automobiles
- Location of operations shall be "All Locations".
- Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.
- D. **Professional Liability:** **(If required)** Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.
- If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.
- E. All Certificates of Insurance of the Other Party shall reflect the following:
- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
 - 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
 - 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
- F. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of

any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- G. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- H. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- J. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 - 1. Payments to the Other Party may be withheld until the requirements have been met;
 - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 - 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
 - c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
3. All Coverages
 - a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
 - b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS: All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY: In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for Nicholls State University
State Agency Name

PURPOSE OF CONTRACT: _____

